

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

ARAMARK HEALTHCARE SUPPORT
SERVICES, LLC

Plaintiff,

v.

WAUKEGAN ILLINOIS HOSPITAL
COMPANY, LLC d/b/a VISTA HEALTH
SYSTEM,

Defendant.

CASE NO. 1:25-cv-06361

Judge Joan B. Gottschall

Magistrate Judge Gabriel A. Fuentes

MOTION FOR ENTRY OF DEFAULT JUDGMENT

Pursuant to Rule 55(b) of the Federal Rules of Civil Procedure, plaintiff, Aramark Healthcare Support Services, LLC (“Aramark”), hereby seeks an entry of default judgment against defendant, Waukegan Illinois Hospital Company, LLC d/b/a Vista Health System (“Vista”), and avers as follows:

1. This is an action to collect fees and charges owed to Aramark for facility management and support services it provided to Vista including, without limitation, food, environmental, valet and guest services (collectively, “Management Services”).
2. On or about May 1, 2014, Vista and Aramark entered into a written agreement wherein Aramark agreed to provide Management Services on behalf of Vista, and Vista would pay Aramark for those services and the costs Aramark incurred in providing those services (the “Agreement”). See Declaration of Eric Daelhousen, a true and correct copy of which is attached

as **Exhibit A**; A true and correct copy of the Agreement is attached hereto as **Exhibit B**.¹

3. Pursuant to the Agreement, which the parties amended from time to time, Aramark would provide services and would remit periodic invoices to Vista reflecting the amount due to Aramark for the services Aramark rendered to Vista.

4. Vista failed to make payment on multiple Aramark invoices, in violation of the Agreement.

5. In November 2023, Aramark and Vista executed an amendment to the Agreement following Vista's failure to pay for Aramark's services ("November 2023 Amendment"). The November 2023 Amendment required Vista to make full payment for all outstanding and future invoices pursuant to a payment plan specified. A true copy of the November 2023 Amendment is attached hereto as **Exhibit C**.

6. After executing the November 2023 Amendment, Vista continued to accrue charges for services Aramark rendered and continued to breach its obligations by failing to pay for those services and meet the obligations set forth in its payment plan.

7. Despite Aramark making multiple requests for payment, Vista has failed or refused to pay Aramark for the services Aramark rendered to Vista or the costs Aramark incurred in rendering those services, which now total \$4,801,624.71. True and correct copies of Aramark's unpaid invoices are attached hereto as **Exhibit D**.

8. As a result of Vista's breach of its obligations to pay Aramark for its services, Aramark commenced this suit against Vista on June 6, 2025, and properly served Vista on June 11, 2025. ECF Nos. 1 and 10.

9. Pursuant to the express provisions of the Agreement, Aramark seeks to recover, in

¹ Pursuant to Local Rule 26.2, Aramark is filing Exhibits B and C under seal contemporaneously with the filing of this Motion.

addition to the payments owed for its services, (a) 1.5% monthly interest on all unpaid invoices, and (b) attorneys' fees and costs incurred in enforcing its right to payment under the Agreement. Ex. B, § 6(e).

10. Additionally, the November 2023 Amendment also provides for 1.5% monthly interest on all unpaid invoices. Ex. C, § 4(c).

11. Given the foregoing, a default final judgment is sought for failure to respond in the amount of \$4,801,624.71, plus interest. *See* Ex. D. A spreadsheet calculating the total invoices plus interest owed as of August 13, 2025 is attached as **Exhibit E**.

12. With respect to interest, the Agreement provides that "Hospital shall pay all amounts due under this Agreement within 10 days of the date of the invoice reflecting the amount. If Hospital does not pay any such amount within 25 days after its invoice date, then the unpaid portion will bear interest, from the invoice date until paid, at a rate of 1.5% per month . . . on the unpaid balance . . ." Ex. A, § 6(e).

13. Accordingly, Aramark is owed \$1,129,689.43 in interest as of August 13, 2025. *See* Ex. D.

14. Thus, the total amount due and owing to Aramark is \$5,931,314.14.

15. There are no other defendants, such that entry of a final default judgment will resolve this entire action.

16. All information relevant to Aramark's damages are being filed as exhibits to this request for entry of default judgment.

WHEREFORE, the plaintiff, Aramark Healthcare Support Services, LLC respectfully requests that an entry of default judgment against defendant, Waukegan Illinois Hospital

Company, LLC d/b/a Vista Health System, pursuant to Rule 55(b) of the Federal Rules of Civil Procedure in the amount of \$5,931,314.

FLASTER GREENBERG, P.C.

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Date: August 13, 2025